TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIK NEW JERSEY, LLC		11/07/2007 LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, AS COLLATERAL AGENT	
Street Address:	11 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	BANK:	

PROPERTY NUMBERS Total: 18

Number	Word Mark
78831389	ROAR
78605761	SUAVE Y TIERNO
3015544	FAST-N EASY
3010405	SOLO
2928971	TOP JOB
2921340	OXY-COMPLEX
2919621	OXY-MATRIX
2949989	BRIGHT WATER
3047324	SPRING AIRE
2628873	SOLO
2473524	SPRING TIME
2519227	SPIN
2421790	SPRING TIME
1336230	BRIGHT WATER TRADEMARK
	78831389 78605761 3015544 3010405 2928971 2921340 2919621 2949989 3047324 2628873 2473524 2519227 2421790

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Registration Number:	1336232	BRIGHT WATER
Registration Number:	0810717	SEA MIST
Registration Number:	0776326	TOP JOB
Registration Number:	0773821	SEA MIST INSIDE 'N' OUTSIDE

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa Waldorf, MARYLAND 20602 Address Line 4:

ATTORNEY DOCKET NUMBER:	TTORNEY DOCKET NUMBER: 32419	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
Signature:	/pja/	
Date:	12/06/2007	

Total Attachments: 6

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2007, by KIK NEW JERSEY, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of CREDIT SUISSE, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, the Grantor is a party to a Second-Lien Security Agreement dated as of May 24, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) the Trademarks of such Grantor listed on <u>Schedule I</u> attached hereto; <u>provided</u> that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and
 - (b) all Proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the

Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Applicable Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KIK NEW JERSEY, LLC

By: KIK INTERNATIONAL LLC, its Sole Member

By:

Name: F. RANDAL SAMUSONE Title: GUP FIN ANCE & C. R.C.

Accepted and Agreed:

CREDIT SUISSE, Cayman Islands Branch,

as Collateral Agent

By:

Name: ROBERT HETU

Title:

MANAGING DIRECTOR

By:

Name: DENISE ALVAREZ

Title:

ASSOCIATE

TRADEMARK

REEL: 003672 FRAME: 0846

Schedule I

Owner	Trademark	App./Reg.	App./Reg.	Status	
		No.	Date		
KIK New Jersey, LLC	ROAR	78/831,389	Mar. 7, 2006	Pending	
KIK New Jersey, LLC	SUAVE Y TIERNO	78/605,761	Apr. 11, 2005	Pending	
KIK New Jersey, LLC	FAST-N EASY	3,015,544	Nov. 15, 2005	Registered	
KIK New Jersey, LLC	SOLO	3,010,405	Nov. 1, 2005	Registered	
KIK New Jersey, LLC	ТОР ЈОВ	2,928,971	Mar. 1, 2005	Registered	
KIK New Jersey, LLC	OXY-COMPLEX	2,921,340	Jan. 25, 2005	Registered	
KIK New Jersey, LLC	OXY-MATRIX	2,919,621	Jan. 18, 2005	Registered	
KIK New Jersey, LLC	BRIGHT WATER	2,949,989	May 10, 2005	Registered	
KIK New Jersey, LLC	SPRING AIRE	3,047,324	Jan. 24, 2006	Registered	
KIK New Jersey, LLC	SOLO	2,628,873	Oct. 1, 2002	Registered	
KIK New Jersey, LLC	SPRING TIME	2,473,524	Jul. 31, 2001	Registered	
KIK New Jersey, LLC	SPIN	2,519,227	Dec. 18, 2001	Registered	
KIK New Jersey, LLC	SPRING TIME	2,421,790	Jan. 16, 2001	Registered	
KIK New Jersey, LLC	BRIGHT WATER	1,336,230	May 21, 1985	Renewed	
KIK New Jersey, LLC	BRIGHT WATER	1,336,232	May 21, 1985	Renewed	
KIK New Jersey, LLC	SEA MIST	0,810,717	Jul. 5, 1966	Renewed	
KIK New Jersey, LLC	TOP JOB	0,776,326	Sep. 1, 1964	Renewed	
KIK New Jersey, LLC	SEA MIST INSIDE 'N' OUTSIDE	0,773,821	Jul. 21, 1964	Renewed	

RECORDED: 12/06/2007